

AUDIO NETWORK LICENCE AGREEMENT

Licensee: Watch TV ("the Licensee"), of 23 Boulevard Charlemagne, Brussels, 1000, Belgium
Licensor: Audio Network Plc ("Audio Network"), of 54 St John's Square, London, UK, EC1V 4JL

By paying to Audio Network the licence fee set out below, the Licensee is granted the rights set out in this licence and agrees to abide by all its terms and conditions. The licence fee and production(s) covered by this agreement is:-

Licence	Production(s) Covered	Fee
Synchronisation Licence	EU Explained	£195.00
TOTAL		£195.00

THE LICENCE

Your licence permits you to use any music tracks from the Audio Network Production Music Library, including any new musical compositions added to the catalogue for use as described in this licence in the production named above.

Under the terms of your licence we hereby grant you the following rights in the musical compositions which you select:-

1. USES COVERED

For all musical compositions selected from the Audio Network Production Music Library you may include the musical compositions as part of any corporate audio visual production(s).

- i) All synchronisation rights in the music and the sound recording dubbing fee are cleared for the above uses.
- ii) There is no restriction on the amount of the musical composition(s) that may be used in the production(s). You may use the musical composition(s) in whole or in part and any number of times in any production covered by this licence. You may edit or re-edit the musical composition to any required length, but any treatment of the sound recording remains the copyright of Audio Network. This is the only form of editing and/or re-editing of musical compositions that is permitted.
- iii) Unlimited usage for the production as a temporary track prior to final dub, as part of any promotional material or trailer directly associated with the Production and not for sale to the public.

2. TERRITORY

The distribution territory covered by this licence is THE WORLD

The synchronisation territory covered by this licence is BELGIUM

3. TERM

Providing the synchronisation [use] takes place in connection with the production(s) covered by this agreement, the licence will run IN PERPETUITY in relation to the specific production(s) only.

4. LIMITATIONS

- i) The musical compositions may not be given or sold on to third parties in any format whatsoever other than as authorised hereunder.
- ii) Your licence fee does not cover:-
 - a) Performing right fees (see section 6 below);
 - b) Mechanical royalties in respect of the mechanical reproduction in the form of audio-only products in any format now known or invented hereafter (including but not limited to CDs, cassettes and analogue records) for commercial sale or rental to the public.
 - c) Mechanical royalties in respect of other non-retail audio-only products in any format now known or invented hereafter.
 - d) Mechanical royalties on the retail sale of videos, DVDs, or other products in any format now known or invented hereafter which contain audio-visual Productions using and/or containing the musical compositions.
 - e) Audio Network's sound effects catalogue
 - f) Audio Network's Borradaile Classical Collection

5. PRODUCTIONS

- i) For the purposes of this agreement "production" shall, in the singular, mean any individual audio visual production in any format now known or invented hereafter for use in television, film, radio, web-sites or other multi-media broadcast or advertisement. For the avoidance of doubt any sequel to a production shall be deemed a totally separate production for the purposes of this agreement.
- ii) If you wish to extend the number of productions covered by your licence or to clear video rights for sale to the general public you should contact us on +44(0)1787 477277, or by email to office@audionetworkplc.com

6. PERFORMING RIGHTS

- i) Performing rights will normally be cleared by the performing organisation, broadcaster or web site owner (not the producer). This is usually done through a blanket licence arrangement with the PRS (Performing Right Society) in the UK or similar relevant societies in overseas territories.
- ii) Film and other US performing rights may be cleared direct by contacting us on +44(0) 1787 477 277 or contacting us via email to office@audionetworkplc.com
- iii) No PPL fees are payable on the use of any Audio Network sound recordings.

7. CUE SHEETS (Consignment Notes)

For each production covered by this agreement the Licensee undertakes that the production company, broadcaster or performer is provided with the necessary information to allow the broadcaster or performer to register the performance usage with the local performing rights collection society, including details of publisher, composer and tracks used under this agreement and sub-publisher where appropriate. A copy of the cue sheet or consignment note must also be sent to Audio Network by the Licensee.

8. WARRANTY UNDERTAKING BY AUDIO NETWORK

We warrant to you that we have the right to grant to you all the rights granted hereunder and we undertake to indemnify you from any financial loss incurred by you as a result of any breach of this warranty.

9. INDEMNITY

You agree at all times to keep us fully indemnified from and against any losses, claims, demands and expenses actual and/ or adjudged by a court or tribunal of competent jurisdiction which we may sustain by reason of any breach of any provisions hereof by you or any warranty, representation or undertaking given by you hereunder being untrue, inaccurate or unfulfilled.

10. LAW

The Agreement shall be construed and take effect according to the Laws of England.

DATED:

SIGNED BY:

25 April 2013



On behalf of Audio Network plc